

**VOLUNTARY CLEANUP CONTRACT  
07-4863-NRP**

**IN THE MATTER OF  
FORMER HOLLINGSWORTH SACO LOWELL PLANT SITE, PICKENS COUNTY  
and  
EASLEY COMMONS RETAIL ASSOCIATES, L.L.C.**

This Contract is entered into by the South Carolina Department of Health and Environmental Control and Easley Commons Retail Associates, L.L.C., pursuant to the Brownfields/Voluntary Cleanup Program, S.C. Code Ann. § 44-56-710, et seq. (2002 and Supp. 2005), the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), 42 U.S.C §§ 9601, et seq., and the South Carolina Hazardous Waste Management Act (HWMA), S.C. Code Ann. § 44-56-200 (2002), with respect to the property located at US Highway 123 and SC Highway 189, Easley, South Carolina. The Property consists of five parcels, the largest of which is 119.291 acres. Four small parcels include a 0.696 acre tract, 0.493 acre tract, a 0.714 acre tract, and a 1.056 acre tract. The Property is bounded generally by residential and wooded undeveloped property to the north, residential and commercial property to the east, a railroad right-of-way followed by commercial property to the south, and residential property to the west. The 119.291 acre parcel that is included in this Contract has been subdivided from a larger 210 acre parcel that once comprised the former Hollingsworth Saco Lowell (HSL) Plant (the Plant or Saco Lowell Plant) which is subject to RCRA Post Closure Care Hazardous Waste Permit SCD 065053217. In entering this Contract, the Department relies on the representations of the "Information and Certification" submitted June 1, 2006, and revised December \_\_\_\_, 2006, by Easley Commons Retail Associates, L.L.C., which is incorporated into this Contract and attached as Appendix A.

1. Unless otherwise expressly provided, terms used in this Contract shall have the meaning assigned to them in CERCLA, including any amendments, or in the regulations promulgated thereunder.

- A. "ECRA" shall mean Easley Commons Retail Associates, L.L.C.
- B. "Bona Fide Prospective Purchaser" shall have the same meaning

as that in CERCLA, Section 101(40).

- C. "Contract" shall mean this Voluntary Cleanup Contract.
- D. "Department" shall mean the South Carolina Department of Health and Environmental Control or a successor agency of the State of South Carolina that has responsibility for and jurisdiction over the subject matter of this Contract..
- E. "Existing Contamination" shall mean any hazardous substances, pollutants or contaminants (as defined herein), present or existing on or under the Site as of the execution date of this Contract.
- F. "Hazardous Substance" means (A) any substance designated pursuant to section 311(b)(2)(A) of the Federal Water Pollution Control Act [33 U.S.C. 1321(b)(2)(A)], (B) any element, compound, mixture, solution, or substance designated pursuant to section 9602 of CERCLA, (C) any hazardous waste having the characteristics identified under or listed pursuant to section 3001 of the Solid Waste Disposal Act [42 U.S.C. 6921] (but not including any waste the regulation of which under the Solid Waste Disposal Act [42 U.S.C. 6901 et seq.] has been suspended by Act of Congress), (D) any toxic pollutant listed under section 307(a) of the Federal Water Pollution Control Act [33 U.S.C. 1317(a)], (E) any hazardous air pollutant listed under section 112 of the Clean Air Act [42 U.S.C. 7412], and (F) any imminently hazardous chemical substance or mixture with respect to which the Administrator has taken action pursuant to section 7 of the Toxic Substances Control Act [15 U.S.C. 2606]. The term does not include petroleum, including crude oil or any fraction thereof which is not otherwise specifically listed or designated as a hazardous substance under subparagraphs (A) through (F) of this paragraph, and the term does not include natural gas, natural gas liquids, liquefied natural gas, or synthetic gas usable for fuel (or mixtures of natural gas and such synthetic gas).
- G. "Non-Responsible Party" (or "NRP") shall mean any party which is neither:

- a. A responsible party at the time the voluntary cleanup contract is signed, including lenders, economic development agencies, fiduciaries, trustees, executors, administrators, custodians, subsequent holders of a security interest; nor
  - b. A parent, subsidiary of, or successor to a responsible party.
- H. "Oversight Costs" shall mean those costs, both direct and indirect, incurred by the Department in implementing the Voluntary Cleanup Program as related to this Contract and any future amendments thereto.
- I. "Pollutant or Contaminant" includes, but is not limited to, any element, substance, compound, or mixture, including disease-causing agents, which after release into the environment and upon exposure, ingestion, inhalation, or assimilation into any organism, either directly from the environment or indirectly by ingestion through food chains, will or may reasonably be anticipated to cause death, disease, behavioral abnormalities, cancer, genetic mutation, physiological malfunctions, including malfunctions in reproduction, or physical deformations, in organisms or their offspring; "contaminant" does not include petroleum, including crude oil or any fraction of crude oil, which is not otherwise specifically listed or designated as a hazardous substance under subparagraphs (A) through (F) of paragraph (14) of CERCLA, Section 101, 42 U.S.C. Section 9601, et seq. and does not include natural gas, liquefied natural gas, or synthetic gas of pipeline quality or mixtures of natural gas and such synthetic gas.
- J. "Property" shall mean that property consisting of 119.291 acres. that is to be subdivided from a larger 210 acre parcel that once comprised the former HSL Plant as well as four small parcels including a 0.696 acre tract, a 0.493 acre tract, a 0.714 acre tract, and a 1.056 acre tract . This Property is described in the

Information and Certification attached as Appendix A, and that is subject to ownership, prospective ownership, or possessory or contractual interest of ECRA.

- K. "Response Action" shall mean any assessment, cleanup, inspection, or closure of a site as necessary to remedy actual or potential damage to public health, public welfare, or the environment.
- L. "Responsible Party" shall mean:
  - a. The owner and operator of a vessel, as defined in CERCLA Section 101 (28), or a facility;
  - b. Any person who, at the time of disposal of any hazardous substance, owned or operated any facility at which such hazardous substances were disposed of;
  - c. Any person who, by contract, settlement, or otherwise, arranged for disposal or treatment or arranged with a transporter for transport for disposal or treatment of hazardous substances owned or possessed by such person, by any other party or entity, at any facility or incineration vessel owned or operated by such a party or entity and containing such hazardous substances; and/or
  - d. Any person who accepts or accepted any hazardous substances for transport to disposal or treatment facilities, incineration vessels, as defined in CERCLA Section 101 (38), or sites selected by such person from which there is a release, or a threatened release that causes the incurrence of response costs, of a hazardous substance.
- M. "The Site" shall mean the former Hollingsworth Saco Lowell Plant Site as defined by Permit SCD 065053217 and all areas where a contaminant has been released, deposited, stored, disposed of,

placed, or otherwise comes to be located; "Site" does not include any consumer product in consumer use or any vessel, as defined in CERCLA Section 101 (28).

- N. "Voluntary Cleanup" shall mean a response action taken under and in compliance with the Brownfields/Voluntary Cleanup Program, S.C. Code Ann. § 44-56-710, et seq. (2002 and Supp. 2005).

2. Based on the information known by and/or provided to the Department, the following findings are asserted for purposes of this Contract:

A. The Saco Lowell Plant began operations in 1957 to manufacture textile machinery and related equipment. In 1961, Maremont Corporation purchased the stock of Saco Lowell Shops, Inc., and merged the firm into Maremont in 1963. Maremont management continued to manufacture textile machinery and related equipment. In 1973, Platt International, Inc., the parent corporation of Platt Saco Lowell, purchased the assets of Saco Lowell (including the Easley Plant) from Maremont Corporation. In 1993, Platt Saco Lowell changed their corporate name to Hollingsworth Saco Lowell, Inc.

B. The plant ceased operations and closed in 2000. During the time of operation, the manufacturing process included machining, stamping, plating, heat-treating, electroplating and painting of ferrous and non-ferrous materials and their ensuing waste products. Process waste disposal occurred on the plant property prior to 1975; three waste management units were closed under Resource Conservation and Recovery Act (RCRA) oversight in 1987.

C. RCRA Post Closure Care Hazardous Waste Permit SCD 065053217 was issued in March 1989 and renewed in December 1996. Soil and groundwater contamination from prior plant activities have been documented at portions of Site that are regulated by the permit and managed by the Easley Site Trust. RCRA Facility Investigations and Corrective Measures studies have been performed, some interim source removals have been performed, and

groundwater remediation is presently underway in some areas. Work on the areas specified in the RCRA permit is continuing by the Easley Site Trust.

D. S&ME performed a Phase I Environmental Study (Phase I) at the Site on behalf of ECRA in May 2006. This Phase I was conducted for the Site as a whole, including the total acreage for the entire permitted facility. Based on information available to S&ME, including the site reconnaissance conducted as part of this Phase I, and historical documents related to previous RCRA investigations, the Phase I concluded that there were forty-two (42) areas which had been used for the treatment, storage, or disposal of solid waste, regardless of whether the unit is or ever was intended for the management of solid waste. (Such areas are characterized as a Solid Waste Management Unit (SWMU). Twenty-two (22) of these SWMUs are currently incorporated in the HSL Part B permit. Two RCRA units are currently regulated by the HSL RCRA Hazardous Waste Permit. Eleven of the SWMUs were identified in the permit as requiring a RCRA Facility Investigation (RFI). Four additional SWMUs have been identified at the Site since the RCRA Part B Permit was issued.

E. In January and February 2006, S&ME conducted an environmental investigation at the Property. This investigation focused on the acreage that, at that time, was proposed to be subdivided for sale to ECRA. A total of 136 soil samples were collected across the Property at potential areas of concern. These samples were analyzed for volatile organic compounds, semi-volatile organic compounds, polychlorinated biphenyls, and metals. In addition, 21 groundwater samples were collected from both permanent and temporary monitoring wells and were analyzed for the same suite of parameters as the soils. Two (2) sediment samples were also collected from Western Creek and analyzed for polynuclear aromatic hydrocarbons. No previously unknown areas of contamination were discovered as part of this investigation.

F. An indoor air study in connection with the Property was completed by S&ME on behalf of ECRA and submitted to the Department in June 2006. The

evaluation focused on the potential future indoor air risk resulting from elevated levels of VOCs in soil and groundwater beneath the Property. Three potential scenarios were evaluated in the study – a retail building scenario, a restaurant building scenario, and a combined-use building scenario. The study concluded that in a few isolated areas on the Property, an indoor air risk greater than  $1 \times 10^{-6}$  does indeed exist for each scenario evaluated. These areas specifically include certain portions of the existing plant building. A map indicating those areas of the existing plant building with a potential indoor air problem is included as Appendix B.

G. ECRA intends to demolish the existing plant building and construct approximately 600,000 ft<sup>2</sup> of retail and commercial space in main buildings and at outparcels for use by such as retailers, restaurants, and service providers.

3. ECRA is a state of South Carolina limited liability company with its principal place of business located at 1765 Merriman Road, Akron, Ohio 44313. ECRA is a Non-Responsible Party at the Site; it is not a parent, successor, or subsidiary of a Responsible Party at the Site; and it certifies that it is eligible to be a Bona Fide Prospective Purchaser for the Property. ECRA has had no previous involvement with the Site, including but not limited to any such activities that may have resulted in any Existing Contamination at the Site.

4. ECRA has incurred substantial costs and expenditures of time for the environmental investigation and assessment it conducted at the Property as documented in a submission to the Department on May 18, 2006.

5. ECRA shall not construct any buildings in areas noted to exceed a risk of  $1 \times 10^{-6}$  for indoor air intrusion as specified in Paragraph 2F above without a Department approved construction quality control plan for mitigating such risk. After building demolition and removal of its concrete slab, ECRA may submit for Department approval any requested modifications of the areas specified in Paragraph 2F and any requested changes to the construction quality control plan.

6. ECRA shall preserve all drums, bottles, labels, business and operating records, contracts, Property environmental studies, environmental investigations, and other physical or written materials relating to the Property that may provide evidence of a Potentially Responsible Party's involvement at the Property, or may lead to the discovery of other areas of contamination at the Property. Prior to destruction of any such items, ECRA shall notify the Department of their location and provide the Department with an opportunity to inspect any materials or copy any documents at the Department's expense.

7. Within thirty (30) of days of the execution date of this Contract and quarterly thereafter until a Certificate of Completion is issued, ECRA shall submit to the Department's project manager a written progress report that must include the following: (a) actions taken under this Contract during the previous reporting period; (b) actions scheduled to be taken in the next reporting period; (c) sampling, test results, and any other data, in summary form, generated during the previous reporting period, whether generated pursuant to this Contract or not; and (d) a description of any environmental problems experienced during the previous reporting period and the actions taken to resolve them.

8. All correspondence which may be required or permitted to be given by either party to the other hereunder shall be in writing and deemed sufficiently given if delivered by (i) regular U.S. mail, (ii) certified or registered mail, postage prepaid, return receipt requested, (iii) or nationally recognized overnight delivery service company or by hand delivery to the other party at the address shown below or at such place or to such agent as the parties may from time to time designate in writing.

All correspondence, work plans, and reports (including four (4) copies of all work plans and reports) should be submitted to:

Joe Bowers  
Bureau of Land and Waste Management  
2600 Bull Street



Columbia, South Carolina 29201

- ECRA:
- (1) Gary G. O'Nesti  
Easley Commons Retail Associates, L.L.C.  
1765 Merriman Road  
Akron, Ohio 44313
  - (2) with copy to:  
General Counsel  
Easley Commons Retail Associates, L.L.C.  
1765 Merriman Road  
Akron, Ohio 44313
  - (3) with copy to:  
Max E. Justice  
Parker Poe Adams & Bernstein LLP  
401 South Tryon Street, Suite 3000  
Charlotte, North Carolina 28202

9. The Department and ECRA recognize that public participation is an important component of the Voluntary Cleanup Contract. Specific functions of the Department and ECRA are as follows:

- A. The Department will seek public comment in accordance with S.C. Code Ann. § 44-56-750 (2002 and Supp. 2005) as outlined below:
  - a. Upon signature of this Contract by ECRA, the Department will provide notice for public participation by placing announcements describing the proposed Contract in newspaper(s) of general circulation within the affected community. A thirty-day period following the publication date of the announcement(s) will be provided for public comment and will precede the Department's scheduled date for execution of the Contract.

- b. The Department may publicize the proposed Contract by any other means including, but not limited to, electronic mail, news releases, community flyers, and door-to-door canvassing. Such actions may be done solely at the Department's discretion.
  - c. A public informational meeting will be held if requested by twelve residents of South Carolina or an organization representing twelve or more residents of South Carolina. At the Department's discretion, public informational meetings may be held in the nearby communities for any other reason prior to the Department executing the contract. A public meeting may be requested at any time during the thirty-day comment period. In the event that a public meeting is deemed necessary, the Department will provide approximately two weeks advance notice of the meeting to the public and will extend the public comment period at least through the end of the day following the public meeting. The Department will not execute the contract during any public comment period. In addition, the Department may, at its discretion, conduct public meetings to inform the community about the site at any time after the contract is executed until the certificate of completion is issued.
- B. ECRA agrees to enhance the public knowledge of the site response activities by:
  - a. Erecting a sign(s) at each entrance onto the reference property from any public road, thoroughfare, navigable waterway, or other location routinely accessible by the public. The sign(s) shall be erected not later than one day after publication of any public announcement about the Property placed by the Department in any newspaper of general circulation in the community.
  - b. The sign will state "Voluntary Cleanup Project by ECRA under Voluntary Cleanup Contract 06-4863-NRP with the South Carolina Department of Health and Environmental Control." The sign shall provide a brief description of the scope of activities under the NRP contract and contact information for a representative of ECRA and

the Department's toll free telephone number, 866-576-3432. All required lettering on the sign must be of sufficient size to be legible with un-aided normal eyesight from the point where the public will normally pass by the Property without intruding onto the subject property.

- c. Within 10 days after erecting the sign, ECRA shall furnish to the Department photographs of the sign along with a site location drawing showing the sign location(s). Photograph(s) of the sign(s) shall be taken from no closer than the edge of the publicly-accessible road, waterway, etc. and should include an appropriately sized scale reference so that Department may determine the size of the sign and effectiveness of the lettering. ECRA agrees to revise the sign if the Department determines the sign is not legible.
- d. ECRA must maintain the sign(s) in legible conditions and visible locations throughout the duration of the contract period until a Certificate of Completion is issued on the Property.
- e. In the event that any sign must be removed to accommodate building or grading activities, ECRA shall replace the sign within two days. If the sign cannot be restored to the original location, ECRA may relocate it to another location meeting the conditions specified above.

All costs incurred by the Department for public participation [e.g., public notice(s), building and equipment rental(s) for public meetings, etc.] will be paid by ECRA.

10. The terms and conditions of this Contract apply to and shall inure to the benefit of each signatory and its Non-Responsible Party lenders, parents, subsidiaries, and successors, including new purchasers, lessees, sub-lessees, heirs, and beneficiaries but only to the extent that such parties have never been a Responsible Party at the Site. The Department shall be notified in writing upon transfer of ownership of or interest in the Property.

11. Nothing in this Contract is intended to be, or shall be construed as, a release or

covenant not to sue for any claim or cause of action, past or future, that the Department may have against any person, firm, or corporation not a signatory of this Contract or a signatory's NRP lenders, parents, subsidiaries, and successors, including new purchasers, lessees, sub-lessees, heirs, and beneficiaries.

12. Nothing in this Contract is intended to limit the right of the Department to undertake future response actions at the Site or to seek to compel parties other than ECRA and its NRP lenders, parents, subsidiaries, and successors, including new purchasers, lessees, sub-lessees, heirs, and beneficiaries to perform or pay for response actions at the Site. Nothing in this Contract shall in any way restrict or limit the nature or scope of response actions that may be taken or be required by the Department in exercising its authority under State and Federal law.

13. The Department, its authorized officers, employees, representatives, and all other persons performing response actions will not be denied access to the Property during normal business hours or at any time work under this Contract is being performed or during any environmental emergency or imminent threat situation, as determined by the Department (or as allowed by applicable law). ECRA and subsequent owners of the Property shall ensure that a copy of this Contract is provided to any lessee successor or other transferee of the Property.

14. As provided for by S.C. Code Ann. § 44-56-200 (2002) and S.C. Code Ann. § 44-56-750 (D) (2002), ECRA shall, on a quarterly basis, reimburse the Department for oversight costs of activities required by and conducted under this Contract. Oversight costs include but are not limited to the direct and indirect costs of negotiating the terms of this Contract, reviewing Work Plans and reports, supervising corresponding work, and public participation. Payments will be due within thirty (30) days of receipt of the Department's invoice. Invoices shall be submitted to:

Gary G. O'Nesti  
Easley Commons Retail Associates, L.L.C.  
1765 Merriman Road  
Akron, Ohio 44313

15. The Department and ECRA agree that the following are entitled to protection from contribution claims as provided by CERCLA § 113(f)(2), 42 U.S.C. §§ 9613(f)(2); S.C. Code Ann. § 44-56-200 (2002) and S.C. Code Ann. § 44-56-750 (2002 and Supp. 2005): ECRA, its NRP lenders, parents, subsidiaries, and successors, including new purchasers, lessees, sub-lessees, heirs, and beneficiaries, thirty (30) day comment period for contribution protection commences upon notice of this Contract to Responsible Parties at the Site as identified by the Department through a reasonable search effort.

16. The Department and ECRA agree that the following are entitled to protection from third-party claims for equitable relief or damages relating to "Existing Contamination" at the Site, as provided by S.C. Code Ann. § 44-56-750 (2002 and Supp. 2005): ECRA, its NRP lenders, parents, subsidiaries, and successors, including new purchasers, lessees, sub-lessees, heirs, and beneficiaries This limitation on liability does not apply to any contamination, releases, and consequences caused by ECRA or its NRP lenders, parents, subsidiariesand successors, including new purchasers, lessees, sub-lessees, heirs, and beneficiaries Furthermore, this limitation of liability is effective on the date this contract is executed by the Department, but will be automatically withdrawn if this contract is lawfully terminated by either party.

17. If hazardous substances in excess of residential standards exist at the Property after ECRA has completed the actions required under this Contract, ECRA shall enter and file a restrictive covenant. Upon the Department's approval of the items outlined therein, the restrictive covenant shall be signed by the Department and representatives of ECRA and witnessed, signed, and sealed by a notary public. ECRA shall file this restrictive covenant with the Register of Mesne Conveyance or Deeds in Pickens County. The signed covenant shall be incorporated into this contract as an Appendix. With the approval of the Department, the restrictive covenant may be modified in the future if additional remedial activities are carried out which meet appropriate clean up standards at that time or circumstances change such that the restrictive covenant would no longer be applicable. The Department may require ECRA or subsequent owners of

the Property to modify the restrictive covenant if a significant change in law or circumstances requiring remediation occurs. ECRA or subsequent owners of the Property shall file an annual report with the Department by May 31<sup>st</sup> of each year detailing the current land uses and compliance with the restrictive covenants for as long as the restrictive covenant remains in effect on the Property. The report may be submitted in a manner prescribed by the Department.

18. Two (2) years after the execution date of this Contract, ECRA or subsequent owner of the Property shall provide the Department with the following information concerning the new operation at the Property: the number of jobs created; the amount of increase to the tax base; the amount of soil removed or remediated, if necessary; cost of all environmental work; and any other information that demonstrates that the activities performed pursuant to this Contract have been beneficial to the State, the community, and the Department.

19. Upon successful completion of the terms of this Contract as referenced in Paragraph 17 above except for the filing of the annual report described in Paragraph 17 above, ECRA shall submit to the Department a written notice of completion. Once the Department determines satisfactory completion of the Contract terms, the Department, as provided by CERCLA § 113(f)(2), 42 U.S.C. §§ 9613(f)(2); S.C. Code Ann. § 44-56-200 (2002) and S.C. Code Ann. § 44-56-750 (2002 and Supp. 2005), will give ECRA a Certificate of Completion that provides a covenant not to sue ECRA, its NRP lenders, parents, subsidiaries, and successors, including new purchasers, lessees, sub-lessees, heirs, and beneficiaries, for Existing Contamination, except for releases and consequences caused by ECRA or its NRP lenders, parents, subsidiaries, and successors, including new purchasers, lessees, sub-lessees, heirs, and beneficiaries. In consideration of the protections from the Department, ECRA and its lenders, parents, subsidiaries, and successors, including new purchasers, lessees, sub-lessees, heirs, and beneficiaries, agree not to assert any claims or causes of action against the Department arising out of activities undertaken at the Property or to seek other costs, damages, or attorney's fees from the Department arising out of activities undertaken at

the Property, except for those claims or causes of action resulting from the Department's intentional or grossly negligent acts or omissions.

20. ECRA specifically denies any responsibility for response costs or damages resulting from Existing Contamination and does not, by signing this Contract, waive any rights that it may have to assert any claims in law or equity against any other person, company, or entity with respect to the Property. However, ECRA and its lenders, parents, subsidiaries, and successors, including new purchasers, lessees, sub-lessees, heirs, and beneficiaries are responsible and liable for any and all contamination, releases, and consequences they cause or contribute to the Site. Should environmental contamination neither previously-identified nor identified during the performance of response actions required under this Contract be discovered at the Site after the execution date of the Certificate of Completion, the burden is on ECRA or its NRP lenders, parents, subsidiaries, and successors, including new purchasers, lessees, sub-lessees, heirs, and beneficiaries to demonstrate to the Department's reasonable satisfaction that the contamination, releases, and consequences were not caused by ECRA or its NRP lenders, parents, subsidiaries, and successors, including new purchasers, lessees, sub-lessees, heirs, and beneficiaries.

21. ECRA reserves the right to terminate this Contract. Termination may be accomplished by giving a thirty (30) day advance written notice of the election to terminate this Contract to the other party. Should ECRA elect to terminate, it must submit to the Department all data generated pursuant to this Contract, and certify to the Department's reasonable satisfaction that any environmental or physical hazard created by ECRA shall be stabilized and/or mitigated such that the Property does not pose a hazard to human health or the environment that did not exist prior to any initial response action addressing contamination identified in this Contract.

22. The Department may unilaterally terminate this Contract only for cause, which may include but is not limited to the following: (a) events or circumstances at the Property that are inconsistent with the terms and conditions of this Contract; (b) failure to complete the terms of this Contract; (c) failure to submit timely payment for oversight

costs as defined in Paragraph 14 above, (d) additional contamination or releases or consequences caused by ECRA or its lenders, parents, subsidiaries, and successors, including new purchasers, lessees, sub-lessees, heirs, and beneficiaries (e) intentionally providing the Department with false or incomplete information or knowing failure to disclose material information; or (f) change in ECRA's lenders', parents', subsidiaries', and successors', including new purchasers', lessees', sub-lessees', heirs', and beneficiaries' business activities on the Property or use of the Property that are in violation of the terms and conditions of this Contract.

23. Upon termination of the Contract as provided in Paragraph 22 above, the covenant not to sue, contribution protection, and liability protection will be null and void. However, if the lenders, parents, subsidiaries, and successors, including new purchasers, lessees, sub-lessees, heirs, and beneficiaries provide false or incomplete information or if its business activities change such that they are in violation of the terms and conditions of this Contract, then the covenant not to sue, contribution protection, and liability protection shall become null and void only as to the lenders, parents, subsidiaries, and successors, including new purchasers, lessees, sub-lessees, heirs, and beneficiaries involved in the action giving rise to the termination without affecting the protections provided by this Contract to the previous Non-Responsible Parties and other NRP lenders, parents, subsidiaries, and successors, including new purchasers, lessees, sub-lessees, heirs, and beneficiaries.\_

24. The signatories below hereby represent that they are authorized to and do enter into this contract on behalf of their respective parties.



**THE SOUTH CAROLINA DEPARTMENT OF HEALTH AND ENVIRONMENTAL  
CONTROL**

BY: \_\_\_\_\_  
Robert W. King, Jr., P.E.  
Deputy Commissioner  
Environmental Quality Control

DATE: \_\_\_\_\_  
Columbia, South Carolina

\_\_\_\_\_  
Patrick T. (Pat) Walker, Chief  
Bureau of Land and Waste Management

DATE: \_\_\_\_\_

\_\_\_\_\_  
Office of General Counsel

DATE: \_\_\_\_\_

**EASLEY COMMONS RETAIL ASSOCIATES, LLC**

\_\_\_\_\_  
Signature

DATE: \_\_\_\_\_

\_\_\_\_\_  
Printed Name and Title

# APPENDIX A